

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**INCUBADORA MEXICANA, SA DE CV
and INCUBADORAS RANCHO GRANDE
S.A. DE C.V.,**

Plaintiffs,

v.

**ZOETIS, INC. and PFIZER, INC.,
Defendants.**

CIVIL ACTION

NO. 15-216

ORDER

AND NOW, this 16th day of September, 2015, upon consideration of Defendant Zoetis Inc.'s and Pfizer Inc.'s Motion to Dismiss Plaintiff's Amended Complaint (ECF No. 29); Plaintiffs' response thereto (ECF No. 32); and Defendants' reply (ECF No. 33), it is **ORDERED** that:

- (1) The Defendants' motions are **GRANTED IN PART AND DENIED IN PART**;
- (2) The motion to dismiss pursuant to Rule 19 is **DENIED**;
- (3) Plaintiffs' claims in Count One (negligence), Count Two (negligent hiring and supervision), Count Nine (negligent misrepresentation), and Count Ten (strict liability) are **DISMISSED WITH PREJUDICE**;
- (4) The motions to dismiss Count Three (breach of express warranty) and Count Six (breach of implied warranties of merchantability and/or fitness for a particular purchase) are **DENIED** with respect to Defendant Zoetis, Inc. and **GRANTED** with respect to Defendant Pfizer, Inc.; Plaintiffs' claims in Count Three and Count Five are **DISMISSED WITH PREJUDICE** against Defendant Pfizer;
- (5) The motion to dismiss Count Seven (unjust enrichment) is **DENIED**;
- (6) The Plaintiffs' claims in Count Eight (fraud) are **DISMISSED WITH PREJUDICE**.

BY THE COURT:

/S/WENDY BEETLESTONE, J.

WENDY BEETLESTONE, J.